REMARKS

Claim 11 is cancelled. Claims 2-10 are amended. Claims 12-19 are new, and are believed to be allowable over the prior art of record. The amendments and subject matter of the new claims are fully supported by the original application. Claims 1-19 are now pending. Reconsideration and allowance of the pending claims is requested in light of the following remarks.

Rejections under 35 U.S.C. § 102

The applicant respectfully disagrees with the rejection of claims 1-11 under 35 U.S.C. § 102(b) as being anticipated by U.S. 6,110,563 to Penimaa et al. ("Penimaa").

Claim 1 recites, *inter alia*, applying a conductive coating in contact with the grounding point. The phrase "in contact" is explicitly recited in claim 1. Although reasonable minds may differ on what the phrase "in contact" means, during patent examination, the pending claims must be given the broadest reasonable interpretation ***that is consistent with the specification***. MPEP 2111, emphasis added. Indeed, where there are several common meanings for a claim term, the patent disclosure serves to point away from the improper meanings and toward the proper meanings. MPEP 2111.01, *citing* Renishaw PLC v. Marposs Societa' per Azioni, 158 F.Ed 1243, 1250, 48 USPQ2d 1117, 1122 (Fed. Cir. 1998). In construing claim terms, ***the intrinsic record must always be consulted*** to identify which of the different possible dictionary meanings is most consistent with the use of the words by the inventor. MPEP 2111.01, *citing* Ferguson Beauregard/Logic Controls v. Mega Systems, 350 F.3d 1327, 1338 69 USPQ2d 1001, 1009 (Fed. Cir. 2003), emphasis added.

Penimma teaches that the conductive films are electrically connected to grounding pads 516 and 518 with electrical connections 505 and 517 (FIG. 5; column 6, lines 66-67). However, electrically connecting conductive films to grounding pads with electrical connections is not consistent with applying a conductive film in contact with the grounding point as recited in claim 1. This is evidenced by the intrinsic record at, e.g., page 4, lines 15-24, and FIG. 2, where the conductive layer 20 is seen to be in contact with the grounding point 16.

For at least this reason, Penimaa fails to anticipate claim 1 because it does not show the identical invention in as complete detail as contained in the claim. MPEP 2131. Penimaa fails to anticipate claims 2-4 at least because these claims inherently contain the features of claim 1.

Further regarding claim 2, the claim recites opening a hole in the non-conductive coating above the grounding point to enable contact between the conductive coating and the grounding point. The claim specifies that opening a hole occurs prior to applying the conductive coating.

Penimaa does not teach that a hole is opened in the non-conductive coating above the grounding point prior to the application of the conductive coating. See, e.g., FIG. 1; column 4, line 52 to column 5, line 16; and column 6, lines 26-30. For this additional reason, Penimaa fails to anticipate claim 2.

Further regarding claim 3, the claim recites that applying the non-conductive coating comprises applying the non-conductive coating on a central portion of the electronic circuit but not on an edge portion of the electronic circuit where the at least one grounding point is disposed, and that applying the conductive coating comprises applying the conductive coating on the central portion of the electronic circuit to contact the non-conductive coating and applying the conductive coating on the edge portion of the electronic circuit to contact the at least one grounding point.

Contrary to the above features of claim 3, Penimaa FIG. 3 illustrates that there is no difference between the area covered by the non-conductive film 37 and the area covered by the conductive film 38. Contrary to the above features of claim 3, Penimaa FIG. 4 illustrates that there is no difference between the area covered by the conductive film 43 and the insulating film 42. Contrary to the above features of claim 3, Penimaa FIG. 5 illustrates that there is no difference between the area covered by the conductive films 501, 503 and the insulating films 502, 504. For this additional reason, Penimaa fails to anticipate claim 3.

Further regarding claim 4, the claim recites that applying the conductive coating comprises conforming the conductive coating to a top surface of the non-conductive coating and to a top surface of the grounding point. Contrary to this feature of claim 4,

Penimaa FIG. 1 illustrates that the conductive polymer solution is spread on the surface of the insulating film (step 11), but not on a top surface of the grounding point. For this additional reason, Penimaa fails to anticipate claim 4.

Regarding claim 5, the claim recites that the conductive coating is disposed on the at least one grounding point and is contiguous with at least a portion of the at least one grounding point. Contrary to this feature, Penimaa FIG. 3 shows that the conductive film 38 is not disposed on a grounding point, nor is it contiguous with the grounding point. Contrary to this feature, Penimaa FIG. 4 shows that the conductive film 43 is not disposed on the conductor area 44, nor is it contiguous with any portion of the conductor area 44. Contrary to this feature, Penimaa FIG. 5 shows that the conductive films 501, 503 are not disposed on the grounding pads 516, 518, nor are they contiguous with any portion of the grounding pads 516, 518.

For at least this reason, Penimaa fails to anticipate claim 5 because it does not show the identical invention in as complete detail as contained in the claim. Penimaa fails to anticipate claims 6-10 at least because these claims inherently contain the features of claim 5.

Further regarding claim 6, the claim recites that the non-conductive coating has an opening disposed above the portion of the at least one grounding point, and the conductive coating physically touches the portion of the at least one grounding point through the opening. Contrary to this feature, Penimaa FIGs. 4 and 5 illustrate that neither the conductive layer 45 (FIG. 4) nor the conductive films 501, 503 (FIG. 5) physically touch the conductor area 44 or the grounding pads 516, 518, respectively, through the openings in the insulating film 42 (FIG. 4) or the insulating films 502, 504 (FIG. 5). For this additional reason, Penimaa fails to anticipate claim 6.

Further regarding claim 7, the claim recites that the electronic circuit has a central region and a peripheral region, that a boundary between the central region and the peripheral region is defined by an outermost edge of the non-conductive coating, and the at least one grounding point is disposed at least partially inside the peripheral region. Contrary to this feature, Penimaa FIGs. 2-5 do not illustrate more than a central region as defined in claim 7. Thus, Penimaa fails to teach or suggest that a grounding point is

disposed at least partially inside the peripheral region. For this additional reason, Penimaa fails to anticipate claim 7.

Further regarding claim 8, the claim recites that the conductive film conforms to an upper surface of the non-conductive film and an upper surface of the at least one grounding pad. Contrary to this feature, Penimaa FIGS. 4 and 5 show that the conductive layer 45 (FIG. 4) and the conductive layers 501, 503 (FIG. 5) do not conform to an upper surface of the conductor area 44 or the grounding pads 516, 518, respectively. For this additional reason, Penimaa fails to anticipate claim 8.

Further regarding claim 9, the claim recites that the non-conductive coating comprises a conformal coating material selected from the group consisting of insulating tape, rubber, silicone, room-temperature vulcanizing silicone rubber, insulating varnish, and combinations thereof. Contrary to this feature, Penimaa teaches that the insulating film may be polycarbonate, polyurethane, or polyvinyl fluoride (column 4, lines 28-32), none of which have been shown to be members of the group recited in the claim. For this additional reason, Penimaa fails to anticipate claim 9 because it does not show the identical invention in as complete detail as contained in the claim.

Further regarding claim 10, the claim recites that the conductive coating comprises a conformal coating material selected from the group consisting of conductive tape, conductive paint, silver paint, and combinations thereof. Contrary to this feature, Penimaa teaches the use of a conductive polymer film (column 3, line 55 to column 4, line 10). A conductive polymer film is not included in the group consisting of conductive tape, conductive paint, silver paint, or combinations thereof. For this additional reason, Penimaa fails to anticipate claim 10 because it does not show the identical invention in as complete detail as contained in the claim.

Claim 11 is cancelled.

New claims 12-19 are presented for consideration. New claim 12 depends from claim 7, and is supported by the original application at, e.g., FIG. 2. New claims 13-15 depend from claim 1, and are supported by the original application at, e.g., FIG. 4. New claim 16 is independent, and is supported by the original application at, e.g., claim 5.

Claims 17-19 depend from claim 16, and are supported by the original application at, e.g., claims 1-4.

Conclusion

For the above reasons, reconsideration and allowance of the pending claims is requested. Please telephone the undersigned attorney at the phone number listed below if it appears that an interview would be helpful in advancing this case.

If for some reason Applicant has not paid a sufficient fee for this response, please consider this as authorization to charge Ingrassia, Fisher & Lorenz, Deposit Account No. 50-2091 for any fee which may be due.

Respectfully submitted,

INGRASSIA FISHER & LORENZ

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